

INTERNET  
FORM NLRB 501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

20-CA-206999

Date Filed

9/26/2017

## INSTRUCTIONS

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring

## 1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a Name of Employer Black Rock City LLC		b Tel No (415) 865-3800
		c Cell No
		f Fax No (415) 692-8167
d Address (Street, city, state and ZIP code) 660 Alabama St 4th floor CA San Francisco 94110-2008	e Employer Representative Karen Jacobs Human Resources Coordinator	g e-Mail kj@burningman.org
		h Number of workers employed 200
i Type of Establishment (factory, mine, wholesaler, etc.) Recreational Activities	j Identify principal product or service Burning Man Festival	

k The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a) subsections (1) and (list subsections) 3 of the National Labor Relations Act and these unfair labor practices are practices affecting commerce within the meaning of the Act or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2 Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3 Full name of party filing charge (if labor organization, give full name including local name and number)

(b) (6), (b) (7)(C)

Title

4a Address (Street and number, city, state and ZIP code)

(b) (6), (b) (7)(C)

4b Tel No

(b) (6), (b) (7)(C)

4c Cell No

4d Fax No

4e e-Mail

(b) (6), (b) (7)(C)

5 Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6 DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief

By Dan Siegel

(signature of representative or person making charge)

Dan Siegel

Title Attorney

(Print/type name and title or office, if any)

Tel No

(510) 839-1200

Office, if any Cell No

Fax No

(510) 444 6698

e-Mail

DanMSiegel@gmail.com

475 14th St Ste 500  
Address Oakland CA 94612-1925

09/26/2017 15:14:28

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Inquiry Id (b) (6), (b) (7)(C)

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ORIGINAL

## Basis of the Charge

### 8(a)(1)

Within the previous six months the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by inter alia discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) 2017

### 8(a)(3)

Within the previous six months the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) 2017

ORIGINAL

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and

Black Rock City LLC

CASE 20-CA-206999

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_

Black Rock City LLC

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Gina M. Roccanova, c/o Meyers Nave

MAILING ADDRESS: 555 12th Street, Suite 1500, Oakland, CA 94607

E-MAIL ADDRESS: groccanova@meyersnave.com

OFFICE TELEPHONE NUMBER: 510-808-2010

CELL PHONE NUMBER: 415-613-3374 FAX: 510-444-1108

SIGNATURE: \_\_\_\_\_  
(Please sign in ink.)

DATE: \_\_\_\_\_

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Black Rock City LLC,  Charged Party/Respondent  and (b) (6), (b) (7)(C)  Charging Party.
---

CASE 20-CA-206999

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_  
Charged Party/Respondent, Black Rock City, LLC

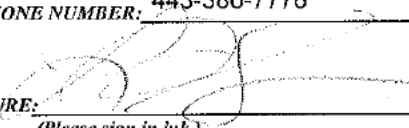
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Laura A. Pierson-Scheinberg	
MAILING ADDRESS: Jackson Lewis P.C., 50 California Street, 9th Floor, San Francisco, CA 94111	
E-MAIL ADDRESS: Laura.PiersonScheinberg@jacksonlewis.com	
OFFICE TELEPHONE NUMBER: 415-796-5408	
CELL PHONE NUMBER: 443-386-7776	FAX: _____
SIGNATURE: 	
DATE: (Please sign in ink.) November 7, 2017	

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF  
Black Rock City LLC

Case 20-CA-206999

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in appropriate locations at the Charged Party's facility located at 660 Alabama Street in San Francisco, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**E-MAILING NOTICE** - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees employed by the Charged Party during its 2016 and 2017 seasons. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Case 20-CA-206999." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at [karen.thompson@nlrb.gov](mailto:karen.thompson@nlrb.gov).

**MAILING OF NOTICE**- The Charged Party will copy and mail, at its own expense, a copy of the attached Notice to the last known address of each employee for whom it does not have a current, valid email address, including any employees whose email messages from the Charged Party with the attached Notice are undeliverable. The mailed Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

**NON-ADMISSION CLAUSE** - By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**PAYMENT OF WAGES AND BENEFITS** — Within 14 days from approval of this agreement, the Charged Party will make whole the employee named below by payment to him of the amount opposite his name. The Charged Party will make appropriate withholdings for the named employee. No withholdings should be made from the interest portion of the backpay.

Employee	Backpay	Backpay Interest	Total
(b) (6), (b) (7)(C)	\$12,225	\$172	\$12,397

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence

obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes R.A.                      No                       
                    Initials                      Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>Black Rock City LLC</b>			<b>Charging Party</b> <b>(b) (6), (b) (7)(C)</b>		
By:	Name and Title	Date	By:	Name and Title	Date
/s/	Raymond Allen	11/27/2017	/s/	<b>(b) (6), (b) (7)(C)</b>	11/16/2017
<hr/> Print Name and Title below			<hr/> Print Name and Title below		
Raymond Allen, General Counsel			<b>(b) (6), (b) (7)(C)</b>		

Recommended By:	Date	Approved By:	Date
/s/ Tracy Clark	11/29/2017	/s/ Jill H. Coffman	11/29/17
TRACY CLARK		JILL H. COFFMAN	
Field Attorney		Regional Director, Region 20	

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**YOU HAVE THE RIGHT** to bring issues and complaints to us pertaining to wages, benefits, hours, and other terms and conditions of your employment on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

**WE WILL NOT** refuse to hire or rehire you because you exercise your right to bring issues and complaints to us on behalf of yourself and other employees.

**WE WILL** offer to reinstate (b) (6), (b) (7)(C) former position, or a similar position, and give (b) (6), (b) (7)(C) seniority and other benefits from the date (b) (6) should have been rehired.

**WE WILL** pay (b) (6), (b) (7)(C) for the wages and other benefits (b) (6) would have earned had we rehired (b) (6), (b) (7)(C).

**WE WILL** remove from our files all references to our failure to rehire (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the failure to rehire (b) (6), (b) (7)(C) will not be used against (b) (6), (b) (7)(C) in any way.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**Black Rock City LLC**

(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Representative)

(Title)

---

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine*



*whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

901 Market Street, Suite 400  
San Francisco, CA 94103-1738

**Telephone:** (415)356-5130  
**Hours of Operation:** 8:30 a.m. to 5 p.m.

---

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



# NOTICE TO EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT**

**Case: 20-CA-206999**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**YOU HAVE THE RIGHT** to bring issues and complaints to us pertaining to wages, benefits, hours, and other terms and conditions of your employment on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

**WE WILL NOT** refuse to hire or rehire you because you exercise your right to bring issues and complaints to us on behalf of yourself and other employees.

**WE WILL** offer to reinstate (b) (6), (b) (7)(C) former position, or a similar position, and give (b) (6), (b) (7)(C) seniority and other benefits from the date (b) (6) should have been rehired.

**WE WILL** pay (b) (6), (b) (7)(C) for the wages and other benefits (b) (6) would have earned had we rehired (b) (6), (b) (7)(C).

**WE WILL** remove from our files all references to our failure to rehire (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the failure to rehire (b) (6), (b) (7)(C) will not be used against (b) (6), (b) (7)(C) in any way.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**Black Rock City LLC**  
(Employer)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov) and the toll-free number 844-762-6572.

901 Market Street, Suite 400  
San Francisco, CA 94103

Telephone: (415) 356-5130  
Hours of Operation: 8:30 a.m. to 5:00 p.m.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, National Labor Relations Board, Region 20, 901 Market Street, Suite 400, San Francisco, CA 94103, Telephone Number 628/221-8875.

**CERTIFICATION OF COMPLIANCE**  
**(PART ONE)**

RE: **Black Rock City LLC**  
**Case 20-CA-206999**

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

**Physical Posting**

The signed and dated Notice to Employees in the above matter was posted on

(date) December 8, 2017 at the following locations: (List specific places of posting)

On the notice board above the copy machine in the copy room in the Employer's office at 660 Alabama Street in San Francisco, California. The Employer typically posts physical notices to its employees at this location.

**Electronic Distribution**

The signed and dated Notice to Employees in the above captioned matter was distributed electronically on

(date) December 11, 2017 by the following means. (State means of distribution and attach proof.)

The Employer distributed the notice electronically via email.

**Mailing**

The signed and dated Notice to Employees in the above captioned matter was mailed on

(date) December 12, 2017 to all current and former bargaining unit employees who were employed at any time since the last known address of each employee for whom it does not have a current, valid email address, including any employees whose email messages from the Charged Party with the attached Notice are undeliverable. A copy of the list of names and addresses of bargaining unit employees to whom the Notices were mailed is attached.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

By:

Title:

Date:

**(b) (6), (b) (7)(C)**

12/14/17

This form should be returned to the Compliance Officer, together with **ONE** original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

**CERTIFICATION OF COMPLIANCE**  
**(PART TWO)**

**RE:   Black Rock City LLC**  
**Case 20-CA-206999**

**Backpay**

On (date) December 7, 2017\*, the Employer made payment to the employee(s) named in the Settlement Agreement and/or Notice to Employees in the amounts set forth therein. Proof of payment is attached.

\*Per instructions received from the NLRB compliance officer, the Employer made payment to the employee by mailing the settlement checks to the NLRB via certified mail on December 7, 2017. Proof of mailing is attached. The Employer thereafter learned that the settlement checks were not timely delivered due to an internal error by USPS. The Employer caused new settlement checks to be personally delivered to the NLRB compliance officer on December 14, 2017.

**I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.**

**CHARGED PARTY/RESPONDENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(b) (6), (b) (7)(C)**

**This form should be returned to the Compliance Officer. If the Certification of Compliance Part Two and signed Notice is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.**



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 20  
901 Market Street, Suite 400  
San Francisco, CA 94103-1738

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (415)356-5130  
Fax: (415)356-5156

February 15, 2018

Laura A. Pierson-Scheinberg, Esq.  
Jackson Lewis, P.C.  
2800 Quarry Lake Drive, Suite 200  
Baltimore, MD 21209

Ryan Brust, Esq.  
Jackson Lewis, P.C.  
50 California Street, 9<sup>th</sup> Floor  
San Francisco, CA 94111

Re: Black Rock City LLC  
Case 20-CA-206999

Gentlepersons:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/

JILL H. COFFMAN  
Regional Director

cc: Karen Jacobs, Human Resources Coordinator  
Black Rock City LLC  
660 Alabama St 4th floor  
San Francisco, CA 94110-2008

(b) (6), (b) (7)(C)

Kevin Brunner, Attorney  
Siegel & Yee  
499 14th St Ste 300  
Oakland, CA 94612-1934

Dan Siegel, Attorney  
Siegel, Yee & Brunner  
475 14th St, Ste 500  
Oakland, CA 94612-1925